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#### Contract Database Metadata Elements

Title: **West Genesee Central School District and West Genesee Substitute Teachers Association (2004)**

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Union: **West Genesee Substitute Teachers Association**

Local:

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***WEST GENESEE SUBSTITUTE  
TEACHERS ASSOCIATION***

***JULY 1, 2004 - JUNE 30, 2007***

**RECEIVED**

NOV 22 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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**ARTICLE I**  
**RECOGNITION**

- A. The bargaining unit shall include each per diem substitute teacher who receives from the West Genesee Central School District an assurance of continuing employment in conformance with Civil Service Law Section 201.7(d) for the duration of the period covered by such assurance.
- B. The bargaining unit shall also include all others who are employed by the District as per diem substitute teachers commencing with the first (1st) day of service actually rendered and continuing for the duration of the current fiscal year.
- C. Bargaining unit members who commence employment as a teacher or regular substitute teacher, as such terms are defined herein, shall be excluded from representation as a West Genesee Per Diem Substitute Teacher for those periods of time (days or part of days) that the individual renders as a teacher or regular substitute teacher.
- D. All other employees of the District are excluded.

**ARTICLE II**  
**DEFINITIONS**

- A. *Per Diem Substitute Teacher* shall refer to members of the bargaining unit.
- B. *District* shall refer to the West Genesee Central School District.
- C. *Administration* shall refer to supervisory employees of the District including, but not limited to Principals, Assistant Principals, Elementary Supervisor, Full-Time Coordinators or Directors, and Central Office Administrators.
- D. *Superintendent* shall refer to the Superintendent of Schools or any person designated by the District to act on behalf of the Superintendent of Schools.
- E. *Teacher* shall refer to New York State certified teachers who hold probationary or tenure appointment in the District and are actively serving as classroom teachers (classroom to include regular classrooms, laboratories, gymnasiums, auditoriums, libraries, special classrooms, etc.), speech teachers, school psychologists and guidance counselors.
- F. *Workday* shall refer to a day of per diem substitute teaching service actually rendered. The normal workday shall be the basic teacher workday.
- G. *School Day* shall refer to a day of actual pupil attendance.

***Article II (cont'd)***

- H. *Regular Substitute Teacher* shall refer to a substitute teacher appointed or employed for at least twenty one (21) consecutive workdays in one (1) authorized teaching position.
- I. *School Year* shall refer to the teacher calendar.

***ARTICLE III  
GRIEVANCE PROCEDURE***

**Section I Grievance**

The purpose of this procedure is to provide an orderly method for the settlement of a dispute between the employer and employee over the interpretation, application or claimed violation of any of the provisions of this Agreement. Such dispute shall be defined as a grievance under this Agreement and must be presented within ten (10) working days of the date of occurrence of the event over which the grievance is made, and be processed in accordance with the following step, time limits, and conditions:

**Step 1**

The grievant shall first (1st) take up his/her grievance with his/her immediate supervisor, and if requested by the grievant, a designated member of the Association may be given an opportunity to be present.

**Step 2**

If the grievance is not settled at Step 1, the grievant may within ten (10) working days of the Step 1 meeting, reduce the same to writing and deliver to his/her principal or next level of supervision, who shall within five (5) working days after receipt give his/her answer.

**Step 3**

If the grievance is not settled by the written answer in Step 1, the grievant may appeal within five (5) working days of receipt of reply in Step 2 by giving written notice of such appeal to the Superintendent or his designated representative who shall discuss the matter with the Associations' Grievance Committee within ten (10) working days of receipt of the notice of appeal. Superintendent or his/her designated representative shall give his/her written answer to the grievant within ten (10) working days after the close of the discussion.

### ***Article III (cont'd)***

#### **Step 4 Arbitration**

If the grievance is not settled by the written answer of Step 3, the Association may further appeal by giving written notice thereof to the American Arbitration Association.

- a) The arbitration proceeding shall be conducted under the rules of the American Arbitration Board.
- b) The Arbitrator shall have no power or authority to add to, subtract from or modify, change or alter any of the provisions of this Agreement.
- c) The decision of the Arbitrator shall be advisory upon both parties.
- d) Fees and expenses of this Arbitration shall be borne equally by the West Genesee School District and the West Genesee Substitute Teachers Association.

#### **Step 5**

The Clerk of the Board, within fifteen (15) working days after the receipt of the advisory arbitration decision shall submit same to the Board of Education who shall discuss same with the Association Grievance Committee in executive session. The Board of Education shall give its written answer to the grievance within fifteen (15) working days after the close of discussion.

### **Section II**

If the District or any designated representative thereof fails at any step to hold a conference or give an answer within the time limits provided, the grievant at his/her election may advance to the next step in this procedure.

## ***ARTICLE IV PAYROLL DEDUCTIONS***

### **A. DUES DEDUCTION**

- 1) The employer agrees to deduct from the paycheck of all bargaining unit members dues or a representation compensation fee as set by the West Genesee Substitute Teachers Association.



***Article IV (cont'd)***

- 2) Deductions shall commence with the first (1st) payroll period in September or with the first (1st) payroll after a substitute is hired.
- 3) Deductions shall conclude at such time as the entire stipulated amount has been deducted, or at the end of the school year.
- 4) The President of the Substitute Teachers Association will inform the District in writing by September 1 of each year, the amount and number of days for deduction(s) for each per diem substitute.

**B. TEACHERS' RETIREMENT**

The District will deduct from each paycheck the appropriate amount for the Teachers Retirement System for those per diem substitutes who qualify and elect to join the Teachers Retirement System.

**C. CREDIT UNION**

The District will deduct from each paycheck the amount authorized by the per diem substitute for the Credit Union.

***ARTICLE V***  
***COMPENSATION & BENEFITS***

- 1) Effective upon ratification of this contract, each per diem substitute will be paid ninety (\$90) dollars per day of service for the duration of the 2004-2005 school year and ninety-one (\$91) dollars per day for the 2005-2006 school year and ninety-two (\$92) dollars for the 2006-07 school year.
- 2) After ten (10) consecutive days in the same teaching position, a per diem substitute teacher will be paid 1/200 of the starting BA Step of the teachers' salary schedule for the duration of that assignment without service interruption. An interruption of service of not more than one (1) day per assignment for personal family illness, or one (1) additional day for death in the family, or a total of two (2) days for death in the family as may be then available, will not constitute an interruption in service as noted herein. In addition to the above, one (1) additional day may be waived at the discretion of the Director of Personnel, when a teacher provides a written request prior to the onset of the eleventh (11th) consecutive day. For family illness, family is defined as self, spouse, parent, children; for death in family, family shall be defined as spouse, son, daughter, mother or father, mother-in-law, father-in-law,

*Article V (cont'd)*

- 2) sister or brother, friend, grandparent, or person occupying the position of parent. This/these day(s) shall be without pay.
  - a) For consideration of same, a written request, with reason for absence, is required to be submitted to the District's Personnel Office within two (2) school days before or after the absence, whichever is applicable.

Per diem substitutes who work in the same teaching assignment for more than 20 consecutive days become members of the teachers bargaining unit after day 20 and are covered by the teachers contract as per Appendix A.

- 3) Should a per diem substitute be called in to substitute and does not actually teach, the substitute will be given appropriate work by a District representative for one half (1/2) the day and paid for one half (1/2) a day.
- 4) If a per diem substitute is requested by the District to attend a conference day or in-service day, the substitute will receive per diem pay for the day.
- 5) If a per diem substitute has worked thirty (30) days the previous year, the per diem rate starting with the first day worked, will be ninety-three (\$93) dollars per day for the 2004-2005 school year, and ninety-four (\$94) dollars per day for the 2005-2006 school year, and ninety-five (\$95) dollars per day for the 2006-07 school year.
- 6) Each per diem substitute who works in excess of thirty (30) days, will be paid ninety-three (\$93) dollars per day, effective the 31<sup>st</sup> day, for the 2004-2005 school year, and ninety-four (\$94) dollars per day, effective the 31<sup>st</sup> day, for the 2005-2006 school year, and ninety-five (\$95) dollars per day, effective the 31<sup>st</sup> day, for the 2006-07 school year.
- 7) A per diem substitute teacher may choose to participate in the Group Health Insurance Plan offered by the District. The substitute teacher who elects to participate must pay one hundred (100%) of the cost on the District schedule.
- 8) Any substitute who is hired for one half (1/2) day or less will be paid for one half (1/2) day. Any substitute hired for more than one half (1/2) day will be paid for a full day.

**ARTICLE VI**  
**MISCELLANEOUS**

- 1) SUBSTITUTE LIST - On or about October 1 of each year, the District will provide the Association with a list of names of West Genesee per diem substitute teachers who were employed the previous year.

The District will provide an updated list on or about December 1, February 1 and April 1 of each year.

- 2) LIABILITY - The Board of Education will comply with Section 3023 of Education Law as it pertains to employee liability.
- 3) WORKERS' COMPENSATION - All employees will be covered under the Workers' Compensation Insurance secured from an insurance company authorized by the State of New York.
- 4) VACANCIES - Notices of all openings for teaching and regular substitute positions within the District and for administrative and supervisory positions shall be posted and sent to the President of the West Genesee Substitute Teachers Association as well as all appropriately certified bargaining unit members.

All appropriately certified substitute teachers shall, upon request, be given serious consideration for such vacancies. In addition, they shall be given serious consideration in the filling of such vacancies prior to the District's advertising of such vacancies beyond the District level.

The Association President shall be provided all notices of official District sponsored workshops, in-service programs, and official District functions.

- 5) BULLETIN BOARD

The Association will be entitled access to work site bulletin boards at each building.

This Agreement shall become effective upon ratification and remain in full force from July 1, 2004 through June 30, 2007.

*Joseph P. Tulluci*  
**Superintendent**  
**West Genesee Central Schools**

**Date:** 9/21/04

*Jean Vartucci*  
**President**  
**West Genesee Substitute Teachers**  
**Association**

**Date:** 9/21/04

